

Amendment 172 Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 172 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 9th day of September, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to provide an Excel file extract of Business Account (BA) Unlinked Ridership data for the period August 1, 2010 through July 31, 2011. This work is performed per CR-067447 *BA Data Extract 2010-08-01 thru 2011-7-31 v2*.
- C. The Parties agree that the Work necessary to complete the data extract will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

1.1 The Contractor will perform the work necessary to:

- (a) Modify the existing query with applicable data range and Institution IDs
- (b) Generate data for August 1, 2010 through July 31, 2011.
- (c) Compile results in a single Excel File
- (d) Submit file to the Regional Technical Coordinator

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

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|--------------------------|
| LUMP SUM COST |
|--------------------------|

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|---|--------------|
| To perform the work necessary to provide an Excel file extract of BA Unlinked Ridership data for the period August 1, 2010 through July 31, 2011. | |
| TOTAL | \$594 |

Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Seventy-two shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: Michael Cook
Its: Gen
Date: 9-8-11

The Agencies

By: Carlaee Carlson
Their: Operations Manager
On behalf of the Agencies
Date: September 9, 2011